

OPERATIONS AGREEMENT

By and Between

YAKIMA SCHOOL DISTRICT NO. 7

and

YAKIMA ASSOCIATION OF BUILDING SERVICES

A Division of Washington Education Association

September 1, 2020 through August 31, 2023

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Note: Bold is new language for 2020-2023 school years.

PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the District and the Association for the purpose of bargaining wages, hours and working conditions affecting the employees covered by this Agreement and to effectuate the provisions of the Act and to provide a uniform basis for implementing the Agreement which sets forth prescribed rights of the employees covered by this Agreement.

DEFINITIONS

- * “District” shall mean the Yakima School District No. 7, County of Yakima, Washington.
- * “Association” shall mean the YABS (Yakima Association of Building Services affiliated with the ESP/WEA/NEA).
- * “Parties” shall mean the District and the Association as cosigners of the Agreement.
- * “Agreement” shall mean the collective bargaining agreement signed by the parties.
- * “Employee” shall mean a member of the bargaining unit.
- * “Day” shall mean business day of the District, except during Winter Break and Spring Break.
- * “Superintendent” shall mean the chief administrator of the District.
- * “President” shall mean the presiding officer of the Association.
- * “Act” shall mean RCW 41.56, the Public Employees’ Collective Bargaining Act.
- * “PERC” shall mean the Public Employment Relations Commission.
- * “Gender” where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

ARTICLE I - RECOGNITION

SECTION 1.1

The Employer recognizes the Association as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees, substitute and temporary employees as defined by this Agreement in the Operations Department of the Yakima School District including as set forth in the salary schedule (Article 7.2) excluding supervisors, confidential employees, casual substitutes and all other employees of the Yakima School District.

ARTICLE II – BUSINESS

SECTION 2.1 – STATUS OF AGREEMENT

- 2.1.1** This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 2.1.2** Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce the current employee salaries, employee benefits or other provisions, existing under rules, regulations, policies, resolutions, agreements and practices of the District in effect prior to the effective date of this Agreement.

SECTION 2.2 – ISSUANCE OF SALARY AUTHORIZATION FORM

Employees will be notified by the last day of school of the anticipated position for the following year. The District shall issue a terms of employment form to each employee within thirty (30) days of completion of bargaining. The terms of employment form shall list the employee's schedule, step and grade, wages, hours of work, and assignment(s).

SECTION 2.3 – CONFORMITY TO LAW

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement is found to be contrary to law by tribunal of competent jurisdiction, such provision shall have effect only to the extent permitted by law, and all other provisions of this Agreement shall continue in full force and effect. Upon request of either party, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for any provision found contrary to law. Negotiations shall commence within two (2) weeks of the request by either party.

SECTION 2.4 – DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the ratification of this Agreement by the parties, the District shall make this Agreement available as a PDF for viewing and/or printing on the District's website at www.yakimaschools.org. All individuals making employment applications for bargaining unit positions to the District may, upon request, read a copy of the Agreement in the Human Resources Office. The entire Agreement in effect at the time will be distributed by the Human Resources Office to all newly hired employees.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

SECTION 2.5 – AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association representatives and the District administrators shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, this meeting shall be held within five (5) days.

The parties agree to continue the practice of informal problem solving in the spirit of cooperation and compromise. A calendar shall be developed at the beginning of each school year to establish monthly meetings between the Association president and/or designee and the superintendent and/or designee. These meetings will be held upon mutually agreed times.

SECTION 2.6 – MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the provisions of this collective bargaining Agreement, the Board of Directors in the school District retain all rights, powers, functions and authority vested in management by law, custom, practice, in rules and regulations of Federal, State, County, and all other regulatory agencies. Whatever rights the Board has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

SECTION 2.7 -- ASSOCIATION RIGHTS

The Association and its representatives shall for Association business purposes have the following exclusive rights:

- 2.7.1 The Association has the right to represent the interest of all employees in the unit, and to present its views to the District on matters of concern, either orally or in writing.
- 2.7.2 Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours provided such access shall not disrupt work activities.
- 2.7.3 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards in the buildings within the District.
- 2.7.4 The Association shall have the right to request and receive information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of non-certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, treasurer's reports, census data, names and addresses of all members of the bargaining unit, salaries paid thereto and educational background, and such other information as shall assist the Association in the representation of employees. The President shall be provided with a notification of new hires within five (5) business days upon the new hires official start day as entered in the human resources Skyward software system. The Human Resources department will use reasonable efforts to input the information in a timely manner.
- 2.7.5 The Association shall have the right to use District mail service for communication purposes.
- 2.7.6 The Association shall have the right to use District facilities and equipment, including typewriters, technology (*including computers/email/fax machines*), and all types of audio- visual equipment at reasonable times when such equipment is not otherwise in use and/or provided that use will not interrupt normal school operations. Any supplies or materials that are used for flyers, newsletters or meeting notices by the Association shall be recorded and paid for by the Association.
- 2.7.7 The Association shall have the right to use District buildings for meetings, to transact Association business, provided said meetings do not interfere with ordinary school operation and the work day.
- 2.7.8 Whenever Association representatives are scheduled with District representatives to participate in formal negotiation sessions during the workday the Association representatives shall be released without loss of pay. Provided, the Association shall pay for the cost of any substitute employee retained.
- 2.7.9 Employees requested by the District to participate in any joint meetings shall suffer no loss of pay or benefits or reduction of Association Leave.

- 2.7.10 The President shall be informed in writing of any newly created positions, additional seasonal positions and/or temporary positions or any changes in employment status affecting employees and shall also be notified of any grievances and disciplinary meetings. Upon receipt of the above notice, the President may meet and provide input to the Director of Maintenance and Operations or designee.
- 2.7.11 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than sixty (60) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

SECTION 2.8 -- RIGHTS OF EMPLOYEES

- 281 It is agreed all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association including presentation of the views of the Association to the Board or to any other governmental body, group or individual.
- 282 The District shall take no action to interfere, restrain, coerce, or discriminate or encourage or discourage membership in any employee organization.
- 283 Each employee shall have the right to bring matters which they feel violate their rights under this Agreement to the Association representative and/or appropriate officials of the District.
- 284 An employee shall be advised of the right to have a representative of the Association during any interview which could result in formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- 285 When employees are requested by the District to attend meetings or to participate in activities which take them away from their assigned duties, they shall not suffer any loss of pay.

SECTION 2.9 -- NON-DISCRIMINATION

- 291 In accordance with District policy, no person or persons, departments or divisions responsible to the District shall discriminate against any employee on the basis of age, race, gender, creed, color, national origin, marital status, handicap, or membership in, or association with the activities of the Association.
- 292 The parties will work together to assure equal employment opportunities to all.
- 293 The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect

to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects an employee's ability to perform the employee's job.

- 294 Employees filing a claim with an administrative entity or in civil court shall not have access to the grievance procedure for alleged violations of Sections 2.9.1, 2.9.2, and/or 2.9.3, where both claims arise out of or involve the same facts.

SECTION 2.10 - DEFINITIONS OF EMPLOYEES

2.10.1 Regular Employee: Regular employees are employees who are assigned to full-time or part-time positions and have completed his/her probation period. Regular employees are entitled to all conditions as set forth in this Agreement.

2.10.2. Probationary Employee: Probationary employees are those hired by the District who have not completed one (1) year of continuous employment. Probationary employees shall work under the provisions of this Agreement, but shall be employed on a trial basis, and may be discharged for any reason during the probationary period without further recourse, including recourse to the grievance procedure **regarding discharge**. If the District is considering dismissal of any employee during the employee's probationary period, the District will meet with the employee. Written notification shall be given prior to the dismissal.

2103 Casual/Temporary employees hired shall not exceed seventy (70) work days (equivalent of no more than 560 hours) in one (1) contract year. Casual/Temporary employees shall be paid step 1, Ops 1 per hour. Casual/Temporary employees shall not be covered by any other terms and conditions of this Agreement. Should a casual/temporary employee work more than seventy (70) shifts and/or 560 hours in a year, the casual/temporary shall be considered hired as a probationary employee. Casual/temporary employees who successfully complete the probationary period will be awarded seniority back to the first day of continuous employment. I.e. casual/temporary is hired in May 2021. This casual/temporary employee is released before 70 shifts. Casual/temporary is rehired in June 2022. This casual/temporary works more than 70 shifts and is moved to probationary based on working more than 70 shifts. Employee passes probation. Employee's seniority date is retroactive to June 2022.

Casual/Temporary employees will not be used to replace probationary and/or regular employees.

2104 Long-Term Substitutes: A long-term substitute is defined as a substitute employee who works twenty (20) or more consecutive days in the same position, or thirty (30) days in any school year. Long-term substitutes shall not be covered by the terms and conditions of this Agreement except as identified in this Section.

2.10.4.1 Long-term substitutes. A long-term substitute, when replacing a regular employee on an authorized leave, shall be covered by the following terms and conditions of this Agreement.

- a. Long-term substitute employees shall be paid the wage rate set forth in the salary schedule for a long-term substitute.
- b. Long-term substitute employees shall not accrue seniority. Long-term substitute employees who, during the specific long-term assignment, are later hired as regular employees to the same position held as a long-term substitute employee, may accrue seniority as set forth herein.

- i. The probationary period shall begin on the first day of duty the employee was assigned to a regular position.
- ii. On the successful completion of the probationary period, seniority will be awarded back to the first day of employment in the long-term substitute assignment, provided the employee has occupied the same position on a continuous basis as a long-term substitute and probationary employee.

2.10.4.2 Long-term substitutes (thirty (30) days in a school year). A long-term substitute who works sporadically for thirty (30) days or more in a school year, shall be considered a member of the bargaining unit, but shall not be covered by the terms and conditions of this Agreement, except as identified in this Section.

- a. A long-term substitute who works more than thirty (30) days in a school year, shall receive the wage rate as set forth in the salary schedule.

2.10.5. Casual Substitute Employees: Casual substitute employees are those employees hired by the District to fill in on a day-to-day basis for regular employees for less than twenty (20) consecutive work days or less than thirty (30) work days in a school year. Casual substitutes, as defined in this paragraph, are not part of the bargaining unit and are not covered by any provision of this Agreement.

2.10.6 Any employee who works more than 630 hours in a calendar or school year shall qualify for benefits through the School Employee Benefit Board (SEBB).

SECTION 2.11 – DUES

Each employee shall become a member of the Association or pay a representation fee to the Association. Each employee shall provide the District with a payroll authorization to deduct said dues or fees. The District shall, upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership, or, for non-members thereof, the representation fee. The Association, consistent with the law, shall establish the representation fee. The District shall transmit WEA/NEA dues or representation fees to WEA MidState UniServ. The District shall transmit ESP local dues or representation fees to the local Association Treasurer.

To safeguard the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the Association that such payment has been made. If the employee and the Association do not reach agreement on such matter, the PERC shall designate the charitable organization.

Upon proper authorization by the employee, the District shall transmit WEAPAC and NEA-FCPE donations to WEA MidState UniServ.

The Association agrees to hold harmless, defend, and indemnify the District from any liability arising out of the deduction and transmission of ESP/WEA/NEA and local dues or representation fees, as well as WEAPAC and NEA-FCPE donations.

SECTION 2.12 - ASSOCIATION LEAVE

Employees shall be released upon the written authorization of the President or designee without loss of pay in conjunction with those duties which cannot be done outside of the normal workday up to thirty (30) days plus up to five (5) additional days carried forward from the previous year, if not used, for a total of up to thirty-five (35) days. The released time is to be arranged with the Operations supervisor. In case a substitute is used, the Association shall pay for the cost of this substitute.

SECTION 2.13 – MISC PROVISIONS

- 2.13.1 Medical Exams:** Any physical examination, T.B. skin test, inoculations or X-rays, required by the Employer, shall be taken on Employer time and shall be paid by the Employer, provided said services are by a certified physician or institution. Payment by the Employer for inoculations shall be made only after applicable insurance coverage has been paid by insurance.
- 2.13.2 Liability:** The Employer agrees to provide insurance coverage on behalf of the employees in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of their employment.
- 2.13.3 Student Supervision:** Employees will not supervise students unless mutually agreed to, in writing, by the Association and the District.

ARTICLE III – PERSONNEL

3.1 – JOB DESCRIPTIONS

- 3.1.1** The District shall establish and provide the Association a copy of job descriptions of the bargaining unit. Such job descriptions shall be provided to the President or designee.
- 3.1.2** When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Association and to the affected employee and the employee's supervisor within thirty (30) days after the change. The District shall provide the Association notice of a change in a job description and the opportunity to bargain any change in wage rate.
- 3.1.3** The District shall provide the Association notice of any changes in a job description affecting wages, hours or working conditions, and provide the opportunity to bargain a change in wage rate. Within ten (10) days of the date of the notice, the parties shall mutually establish dates and times for negotiations.

3.2 – WORK HOURS/OVERTIME

- 3.2.1 Work Day, Week & Year:** The regular work week shall consist of forty (40) hours and shall be five (5) consecutive days, Monday through Sunday. Eight (8) hours shall constitute a day's work to be completed within eight and one-half (8-1/2) consecutive hours. All employees shall be allowed one-half (1/2) hour duty-free lunch. The regular work year shall consist of a maximum of two hundred sixty (260) working/compensated days. Employees will schedule to take days off in excess of 260 (without pay) at time(s) mutually agreeable with their supervisor.
- 3.2.2 Overtime:** Any and all hours worked in excess of eight (8) hours per day or exceeding forty (40) hours per week shall be paid time and one-half (1 ½) the employee's regular hourly rate. Overtime hours will be authorized by the employee's supervisor or designee whenever possible.

In an emergency situation, the employee will use their best professional judgment and will work to the extent the emergency requires, or as directed by the District.

Any extra services required on Saturday or Sunday or over the regular assigned work week shall be paid for time and one-half the employee's regular hourly rate. If the regular work week includes Saturday or Sunday, time and one-half will not be paid.

- 323 Security Checks:** Each security check ordered by an employee's supervisor shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate. An employee performing a security check shall be paid a minimum of two (2) hours, but a security check shall not exceed two (2) hours pay. Any authorized work for emergency or vandalism shall be paid at time and one-half (1-1/2) for actual time worked over two (2) hours.

A security check shall be defined as those checks necessary to ensure that all heating, electrical, water and other utilities are performing properly, to determine if any vandalism has occurred, and to ensure the building is locked and secured from entry.

- 324 Call Out - Call Back:** Each call out and/or call back order by an employee's supervisor shall be paid at the rate of time and one-half (1-1/2) the employee's hourly rate. An employee shall be paid a minimum of two (2) hours for each call out and/or call back, and if worked over two (2) hours, the employee shall be paid time and one-half (1-1/2) for actual hours worked. A call out/call back shall be defined as work ordered by employee's supervisor to remedy problems discovered during a security check, or other problems occurring outside the normal workday.

- 325 Scheduled Events and Activities:** For pre-arranged events (scheduled at least 24 hours in advance) that employees volunteer to work outside the employee's regular work schedule, there will be a one (1) hour minimum compensation at the rate of time and one-half (1 ½) the employee's hourly rate for opening a building and a one (1) hour minimum compensation at the rate of time and one-half (1 ½) the employee's hourly rate for closing a building. If cleaning is required, the employee shall be paid at the rate of time and one half (1 ½) the employee's hourly rate for actual hours worked.

- 326 Meal Periods/Rest Breaks:** Employees are entitled to a fifteen (15) minute rest break as near to the midpoint of each four hours of work as possible. A thirty (30) minute duty free meal period shall be as near to the middle of the scheduled work shift as possible, but never after the fifth hour of work. A meal period missed at the direction of the employer shall be paid as overtime.

SECTION 3.3 – SENIORITY

- 331** No employee shall acquire seniority until the employee has become a regular employee. A regular employee is one who has completed one (1) year of service with the Employer since his first (1st) day of employment within the bargaining unit. A list of Operations employees arranged in the order of their seniority shall be given to the Association upon request by the Association by November 1, of each school year. Should more than one (1) employee have the same hire date, the involved employees will draw straws to determine position on the seniority list. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

332 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

3.3.2.1 voluntarily leaves the service of the Employer;

3.3.2.2 is discharged for just cause;

3.3.2.3 leaves the bargaining unit to accept a position with the Employer outside the bargaining unit;

3.3.2.4 failure of an employee to return to work upon recall from an indefinite lay-off within five (5) work days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

333 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

SECTION 3.4 – LAYOFF

Layoff shall be by seniority. No regular employee will be laid off prior to the layoff of all probationary, temporary, or substitute employee, as defined in this Agreement. No later than January 15 each year, the district shall post and shall provide the Association a copy of the district seniority list. All errors must be corrected by the effected employee no later than February 15.

SECTION 3.5 – RECALL

Employees laid off will be retained in a recall pool for a period of twenty-four (24) consecutive calendar months. The last employee placed in the recall pool by layoff shall be the first employee rehired, provided that such employee is qualified to perform the duties of the position.

SECTION 3.6 – POSTINGS/PROMOTION/DEMOTION/TRANSFER

36.1 The term “posting” shall mean the advertisement of an open job within the Operations bargaining unit as new positions, position vacated due promotion, demotion, termination, and/or retirement.

36.1.1 **Internal Posting: Notices of permanent open positions** shall be posted internally for five (5) days via e-mail to all employees and a copy sent to the Association. The notices will contain a description of the job, the qualifications, job site location and hours of work.

36.1.2 If there are no internal applicants within the five (5) day period, the external posting shall be posted for an additional ten (10) working days.

36.1.3 **Custodial: When an internal custodial position posting closes, the position shall be filled by the following:**

Filling a vacant position, not involving an increase in pay:

1. A custodian who is applying for an identical position or a position of a lower pay grade shall be considered a lateral transfer. The employee with the most seniority shall be awarded the position within two (2) weeks of the posting closure.

2. The position vacated by the custodian who received the position stated in 1. Above, shall have their position posted internally until all internal moves are complete.
3. Unassigned custodians who have not passed their probationary period may utilize their hire date to capture an assignment within the unit. Once they have captured an assignment, they must wait until they pass their probation in order to be eligible to apply for another vacant position. Example: an unassigned custodian may be moved at any time to cover a vacancy, absence, or other need of the district. If a position becomes vacant at Wilson, the senior employees are given the opportunity to apply internally in 1 herein, the non-senior employees who are working unassigned may exercise the right to use their hire date to pick the Wilson assignment prior to posting the position externally. The District's intent would be to post the unassigned position as the new opening.

Filling a vacant position involving an increase in pay:

1. The District shall take into consideration the following criteria when rewarding the custodian a position which is an increase in pay:
 - A. No employee shall be considered for the position who has discipline within his/her file during the previous 18-months, excluding discipline which has not exhausted the grievance procedure.
 - B. The District may conduct interviews for this position. If the District does not hold interviews, the position shall be awarded by seniority.
 - * The interview questions shall be by mutual agreement between the union president or his/her designee and M&O Director. Barring mutual agreement, the Assistant Superintendent of HR shall be the final decision maker after hearing both parties' points regarding the disagreement.
 - * External candidates should only be interviewed after the completion of the internal candidate process and it has been determined there are no qualified internal candidates.
2. Food Service Warehouse, Warehouse/mailroom/print shop & Professional Development Satellite Maintenance & Resource Area Head Custodian
 - A. These positions shall be filled by interview of internal candidates first.
 - *The interview questions shall be by mutual agreement between the union president or his/her designee and M&O Director/Director of Food Service. Barring mutual agreement, the Assistant Superintendent of HR shall be the final decision maker after hearing both parties' points regarding the disagreement.
 - B. External candidates should only be interviewed after the completion of the internal candidate process and it has been determined there are no qualified internal candidates.

- 3614 External Posting:** Notices of opening(s) in positions covered by any of the Operations agreements shall be posted and a copy sent to the Association. The notices will contain a description of the job, the qualifications, job site location, wage rates and hours of work.
- 3615** All interviews for positions covered by this Agreement shall include a member of the bargaining unit, as designated by the President.
- 3616** Nothing herein will preclude the Employer from making temporary assignments during posting periods.
- 3617** An employee who has successfully bid a new position opening shall serve a trial period of not more than ten (10) work days at the new position. Should the employee fail to satisfactorily perform the duties of the new position as required by the Employer, or should he elect to return to the former position, the employee must do so, without exception, within the ten (10) work day trial period.
- 362** The term "promotion" shall mean the advancement of an employee to a higher paying assignment of work or the re-assignment of an employee, at the employee's request, to a position the employee considers to be in his interest regardless of the wage rate.
- 363** The term "demotion" shall mean the reassignment of an employee (not requested by the employee) from his present position to a lower paying position. A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the "demotion" under grievance procedures of this Agreement.
- rea
- 364** In those cases where the District deems it necessary to make staff adjustments (non-disciplinary) to meet the District's needs, the District may involuntarily **reassign** employees to new or existing positions in the contract year. When an employee is involuntarily **reassigned** to a position of less pay than the present position, the employee's salary shall be maintained at the level the employee is working at the time of the **reassignment**. Employees will be given at least ten (10) days notice prior to an involuntary **reassignment**, with notification given to the Association, or sooner with mutual agreement. In the case of an emergency, the **reassignment** may be immediate and the Association will be notified.

SECTION 3.7 – EMPLOYEE STAFF DEVELOPMENT

The Human Resources Director and Director of Maintenance and Operations or designee shall annually work with an Association Inservice Committee to establish an inservice training program for all operations employees. The Inservice Committee shall not exceed more than two (2) bargaining unit members. The District shall allocate up to \$4,000 which may be used in combination in any of the following areas.

- 37.1** To provide inservice training inside and outside of the regular work day, and prior to the beginning of the school year. Inservice monies may also be used for activities which would assist the employee in meeting other District requirements for advancement. The parties recognize the opportunity for inservice inside the workday may be limited.

- 3.72 To reimburse employees for the costs of pre-approved, job-related course work at an accredited institution and for related supplies and materials. The District will provide this payment upon completion of the course provided the course work is completed. Employees will be required to present documentation of satisfactory completion of all course work (70% or above for courses graded on a percentage basis). Any employee receiving other sources of financial assistance in a course shall not be eligible for reimbursement for the same course. Employees may be reimbursed for more than one course per year, provided dollars are available and, provided pending applicants who have not taken a course within the year are given priority over those wishing to claim reimbursement for more than one course.
- 3.73 To provide travel expenses and compensation for employees to attend job-related seminars, workshops and/or professional conferences. If a substitute is required, the substitute cost will be paid by staff development funds.
- 3.74 The Committee will annually establish a calendar and a staff development budget utilizing the above funds. Up to a maximum of \$1,500 of unused funds may be carried over to the following year. The total of staff development funding from the District shall not exceed \$5,000. If excess funds remain they shall be distributed as follows: up to \$500 shall first be allocated to staff training for the following year. If additional funds remain, an additional amount up to \$1,000 shall be added to the insurance pooling for the following school year, for a total maximum rollover of \$1500.

ARTICLE IV -- LEAVES

- 4.1.1 **Sick Leave:** Regular employees shall accumulate sick leave on an annual basis of twelve (12) working days per year. Less than full time employees shall accumulate sick leave on a pro-rata basis. Sick leave may be used in one (1) working hour increments for absence due to illness, injury or medical treatment.
- 4.1.2 Employees who are unable to report for work for any reason must report the absence through the Automated Attendance Reporting System as soon as reasonably possible prior to the employee's scheduled work shift, or in the case of an emergency, as soon as reasonably possible given the nature of the emergency. An employee who is absent because of illness in excess of five (5) consecutive work days may be required to have such absence verified by a written statement from a physician.
- 4.1.3 An employee may use the employee's accrued sick leave to care for an immediate family member as defined by RCW 49.12.265, when the immediate family member's condition of health warrants treatment or supervision in accordance with RCW 49.12.270.
- Immediate family shall be defined as a wife, husband, child, step-child, live-in foster child, father, mother, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.
- 4.1.4 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee

shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

4.1.5 Any unused sick leave allowance in any year shall accumulate year to year.

4.1.6 Upon returning to work, the appropriate building attendance form must be completed by the employee for all leave days used.

4.1.7 Attendance Incentive Program/Sick Leave Buyout:

As long as the Attendance Incentive Program is effective and law, the provisions of that Law and the Rules and Regulations shall be extended to the employees covered by this labor agreement and further the provisions of that Law shall become part of this labor agreement by this reference.

Upon retirement, as defined by PERS (Public Employees Retirement System) or upon the employee's death, the employee may cash in at the rate of one (1) day per every four (4) days of accumulated sick leave to a maximum of 180 days as stated by Washington State Law. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year on January 1, of each school year or cash in the entire accumulation at retirement. In the event of death, payment shall be made to the employee's estate.

4.1.8 VEBA

The Yakima School District has adopted the VEBA Sick Leave conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of August 31st of each year, not including any front loaded days.

Retirement Sick Leave Conversion: For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

SECTION 4.2 – BEREAVEMENT LEAVE

An employee shall be allowed five (5) working days of absence with full pay when arranging for or attending the funeral of a member of the employee's immediate family. Immediate family shall be defined as a wife, husband, fiancé, domestic partner, child, step-child, live-in foster child, father, mother, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

In the event of death of an uncle, aunt, nephew or niece, or first cousin of the employee or of his spouse, or grandparents of the employee's spouse, and an employee's ex-spouse (parent of a shared minor child or the parent of the shared adult child for whom the employee would be eligible to access FMLA leave for), one (1) work day of absence with full pay shall be allowed.

An employee shall be granted up to five (5) days bereavement leave for the death of any person with whom the employee has close emotional ties. Such leave shall be without pay, or the employee may use personal leave or sick leave.

SECTION 4.3 - FAMILY ILLNESS LEAVE

Employees shall be granted three (3) days annually, with an accumulation of up to ten (10) days to be used in any one year, of absence with pay during a contract year when such absence is occasioned by the health condition of the employee's child requiring treatment or supervision or by a serious health condition or an emergency condition of another member of the immediate family. This section shall be interpreted and applied to conform to the requirements of RCW 49.12.270 and WAC 296-130-020, *et seq.*, the Washington State Family Leave Law.

SECTION 4.4 – PERSONAL LEAVE

Employees will be granted, upon request, two (2) days personal leave per year with pay. Unused leave may accumulate up to **seven (7)** days. The employee shall notify the District at least forty-eight (48) hours in advance of the leave through the automated Attendance Reporting System. In the event of an emergency, inclement weather, school closure, disaster or similar occurrence, a notice of two (2) days shall not be required. Once an employee has accumulated more than **three (3)** days of personal leave, the employee may cash out up to **five (5)** days of unused personal leave at the employee's hourly rate of pay, provided that the employee's personal leave balance does not fall below **three (3)** total days. The employee must inform the District payroll office in writing by July 1, of their intent to cash out a portion or all unused personal leave days.

SECTION 4.5 – CHILDBIRTH/ADOPTION LEAVE

In the case of a birth of a child, or adoption, the employee shall be granted one (1) work day of absence with full pay. In addition, the employee, if qualified may have additional benefits as provided for under the Washington State Family Leave Act.

SECTION 4.6 – MILITARY LEAVE

A regular employee, who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not to exceed twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in military duty, training and drills. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not

involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

SECTION 4.7 – MATERNITY LEAVE

Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines. A woman shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity leave under this Section, a woman shall inform the Employer in advance of her intention to take leave. The employee shall be granted leave for a reasonable length of time determined by a doctor prior to the birth of the child. The Employer may require a physician's statement to determine if the employee is unable to work due to her temporary disability. For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child, the employee shall have a physician's statement on file in the Employer's payroll office concerning the health of the employee after the child's birth and an estimate of the approximate date the employee shall be recovered sufficiently to return to work. Within thirty (30) calendar days after the birth of the child, the employee will notify the Employer of her intent to return to work or request additional maternity leave which may be granted up to six (6) consecutive calendar months, without pay.

SECTION 4.8 – MEDICAL LEAVE

Leaves of absence for temporary disability (i.e. illness or injury) may be granted by the Board to an employee who has completed his probationary period and who has expended all accrued sick leave benefits; provided however, that medical verification is required. Medical leave shall not exceed one (1) year in duration, unless extended by Board action.

SECTION 4.9 – WASHINGTON STATE PAID MEDICAL LEAVE

- A. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.
- B. The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or available leave. PFML shall run concurrently with any FMLA leave to which the employee may be entitled, consistent with RCW 50A.04.250.
- C. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.
- D. Commencing January 1, 2019, the District shall pay the amount required by law and shall ensure ongoing compliance with the law. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

SECTION 4.10 – LEAVES OF ABSENCE

A leave of absence is an approved absence from employment without pay and without loss of seniority. Upon recommendation of the Superintendent, the Board may grant a leave of absence for a period of up

to one (1) year. This period may be extended by mutual agreement between the Employer and the Association. Such leaves shall be in writing with a copy to the Association. Anticipated leaves must be requested for each individual school year (September through August). To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Human Resource Department no later than May 1 of their planned date of return to work.

SECTION 4.11 – INSURANCE CONTINUATION BY EMPLOYEE

An employee who is absent from work due to illness or injury shall be responsible for payment of the Health Care benefit insurance premium(s) during those months in which the employee has no compensation owing (i.e. for work performed; for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation) to qualify unless such employee qualifies for Employer paid medical premium under the Family Medical Leave Act (FMLA).

SECTION 4.12 – JURY DUTY / SUBPOENAED WITNESS LEAVE

When an employee is called for Jury Duty or is subpoenaed as a witness to testify about matters which are job related in any municipal, county, state or federal court, the employee shall notify the Director of Maintenance and Operations or designee upon receipt of jury notification, and if taken from work; for such service, receive no loss of wages while actually performing such service.

All employees serving on Jury Duty or subpoenaed as above, if excused from service for the balance of that day, shall notify the Director of Maintenance and Operations or designee and report as directed to their work site for the balance of an 8-hour work shift.

SECTION 4.13 – SICK LEAVE POOL/DONATION/RECEIPT/USE

4.13.1 Donation of Sick Leave

4.13.1.1 An eligible employee with more than twenty-two (22) days of accumulated sick leave may request to donate a specified amount of sick leave benefits. An employee eligible to make such a donation of sick leave may request that the District transfer change a specific amount of leave to a designated employee in the bargaining unit or to another employee in another Yakima Classified (ESP) bargaining unit affiliated with the Washington Education Association. Employees may also donate leave to a leave bank without designating a specific employee; this leave shall be banked and transferred to employees eligible to receive sick leave donations. An employee may not donate sick leave days that would result in a reduction of the employee's balance below twenty-two (22) days.

4.13.1.2 Donated sick leave shall be donated on an hour for hour basis irrespective of the hourly rate of pay and shall not be refunded or returned to the donating employee at any time. All unused donated leave shall remain in a pool for employees in the recipient's bargaining unit. The donating employee must donate leave in single day increments; however, the receiving employee may take leave in one hour increments provided that the employee has a qualifying condition as defined by state law.

4.13.1.3 Donated leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the Human Resources Department a written request setting forth the specific number of days donated. This written request shall be stamped and listed. Donated leave not used during

any one year shall remain on the list for the following year for transfer to eligible employees.

4.13.1.4 Donation of sick leave shall be subtracted from the donating employee's current sick leave benefit. Yearly cash out pursuant to the contract shall not be affected by a donation of sick leave unless the donation would reduce the accumulated balance of sick leave below twenty-two (22) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

4.13.1.5 Eligible employee shall mean an employee of the bargaining unit who accrues annual leave.

4.13.2 Receipt of Leave:

4.13.2.1 In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be eligible to receive leave under one of the following qualifying circumstances, as defined further by state law: The employee: (1) is suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition, (2) has been called to uniformed service, (3) has offered and been asked to volunteer services in response to a declared state of emergency, (4) or is a victim of domestic violence, sexual assault or stalking. In order to be eligible to receive donated leave one of the above circumstances must have caused, or be likely to cause the employee to take leave without pay or terminate employment with the District. A doctor's note, or notice from appropriate military, emergency, or law enforcement agency shall be provided that will verify the employee's condition.

4.13.2.2 The receiving employee must comply with the provisions of Article 4. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.

4.13.2.3 The receiving employee must have depleted all of the employee's leave balances, including personal days, vacation days, sick leave and non-work days, so that the condition would cause the employee to go on leave without pay or terminate District employment.

4.13.2.4 The receiving employee may not receive more than five hundred and twenty two (522) days of donated sick leave, however, the District may authorize the receipt of leave in excess of five hundred and twenty two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

4.13.3 Use of Donated Leave:

4.13.3.1 The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had been the employee's to begin with. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to the collective bargaining agreement.

4.13.3.2 Requests for donated sick leave shall be made in writing to the Association. The request shall be forwarded to Human Resources for approval. The request shall be reviewed and approved or denied within five (5) work days of receipt.

4.13.3.3 Temporary or substitute employees are not eligible for receipt of donated sick leave.

4.13.4 Shared Annual Leave (Vacation): An employee may donate annual leave consistent with WAC 392-126-080 – donation of annual leave, as limited by WAC 392-126.

ARTICLE V – VACATION / HOLIDAYS

SECTION 5.1 – VACATIONS

All regular employees shall accrue and be granted the following vacation benefits upon the completion of:

One (1) to three (3) years of service	Ten (10) days
Four (4) to nine (9) years of service	Fifteen (15) days
Ten (10) years of service	Twenty (20) days
Twenty (20) years of service	Twenty five (25) days

- 5.1.1** Vacation benefit for all bargaining unit members will be “front loaded” at the beginning of the school year. If an employee separates from employment with the District, any vacation days that have been used and not earned will be deducted from the balance of the employee’s final pay.
- 5.1.2** Less than full-time eligible employees’ vacation pay shall be on pro-rata basis based upon the employee’s assigned hours as set forth in the employee’s terms of employment form.
- 5.1.3** For purposes of computation of vacation time the vacation year commences September 1st of each calendar year. For purposes of moving to the second level on the vacation schedule, employees hired on or before October 31st shall be determined to have one (1) year of service. Vacation shall accrue for eligible employees monthly on the following ratio: Vacation days from the schedule divided by twelve (12). As of August 31st of each year, no employee shall have accrued unused vacation in excess of (10) days. All other excess leave will be forfeited and the maximum balance for all employees as of September 1, shall be ten (10) days.
- 5.1.4** Employees may schedule vacation during the school year by providing at least one (1) week notice to the Director of Maintenance and Operations or designee. In cases of emergency, unusual circumstance or mutual agreement, the one (1) week notice and other restrictions above may be waived. Vacations shall be scheduled, in the order the requests are received, unless such vacation time would disrupt the normal activities of the District. Requests for summer vacation during the months of June, July and August must be submitted by May 1, each school year. In instances of conflict, the affected employees having the greatest seniority shall be granted his/her preferred vacation date(s). All vacation requests will then be reviewed and approved or denied by the Director of Maintenance and Operations or designee. Employees who are approved to use vacation, must report the use of vacation through the Automated Attendance Reporting System.
- 5.1.5** Annual vacation is accrued on a monthly basis September 1, to August 31, but will be front loaded as of September 1, each year. As of August 31, of each year, no employee shall have unused vacation in excess of ten (10) work days. In the event an employee is asked to work a scheduled vacation day those hours can be added to the ten (10) day accrual and carried over to the next school year. Employees carrying vacation in excess of ten (10) days shall notify the Human Resource Department and immediately begin making arrangements with the Director of Maintenance for the use of the excess accrual. The carryover above ten (10) days shall be used prior to the following August 31.
- 5.1.6** Any employee called in to work while on a scheduled vacation shall be paid two (2) times

the rate of pay and be reimbursed that day of vacation to be rescheduled at their request.

SECTION 5.2 – HOLIDAYS

5.2.1 Eligible employees will observe and be paid for the following recognized holidays, regardless upon which day in the week the holiday should fall:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
New Year's Eve

5.2.2 Employees shall not be scheduled to work on the above mentioned holidays. An employee, who is required to work on one of the recognized holidays, shall be paid holiday pay. In addition, the employee shall be paid two (2) times the hours worked on the holiday at the normal hourly rate. There shall be no overtime pay on a holiday because of the premium pay set forth in this section.

5.2.3 When a holiday falls on a Saturday or Sunday, the Employer shall have the option of observing same on the holiday or the Friday before or the Monday following the holiday. The instructional calendar will be published by the Employer during September of each year identifying when the holiday will be observed.

5.2.4 An employee shall be eligible for holiday pay if he has worked his last scheduled work day immediately preceding the holiday, and his first (1st) scheduled work day following the holiday, or he is excused (in writing) by management, or he is on sick leave due to bona-fide illness or injury or absence.

5.2.5 Less than full-time eligible employees shall receive holiday pay based upon the employee's assigned hours as set forth in his terms of employment form.

5.2.6 Should the State mandate any additional holidays which are not listed above, the same shall be added and observed.

ARTICLE VI – EMPLOYEE RIGHTS

SECTION 6.1 – DRUG TESTING PROCEDURE

Purpose: The District has a strong commitment to provide a safe work environment for its employees

and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the District to screen or test employees to determine the presence of alcohol and/or controlled substances.

6.1.1 Prohibition Regarding Alcohol and/or Controlled Substances.

61.1.1 The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances, (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on District property, in District vehicles, or in personal vehicles while conducting District business is prohibited.

61.1.2 Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited.

61.1.3 An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to his/her supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

61.1.4 In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform his/her duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

61.1.5 In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, (s)he may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

61.1.6 Violation of this section of the Agreement will result in disciplinary action which may include discharge.

6.1.2 Current Employee Substance Abuse Testing. The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occurs:

61.2.1 Management personnel concludes through objective observation; investigation and evaluation, that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;

61.2.2 Where an employee is involved in any accident due to the action, inaction or

inattention of the employee;

- 6123** Where the District receives reliable information based upon personal knowledge of an individual, such as other employees of the District, the medical community, law enforcement personnel, parents or students of the District, of involvement by the employee with alcohol and/or controlled substances.
- 6124** All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the District and the Association.

6.1.3 Substance Abuse Testing Procedures.

- 6131** The Employer will either transport a suspected employee to a pre-determined testing facility, or wait with the employee until a testing agency arrives at the Employer's work site to administer on-site testing.
- 6132** The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- 6133** The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph "(£)" below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. All specimens will be forwarded to a D.O.T. certified laboratory for analysis.
- 6.1.3.4** Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph "(f)" below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour timeframe, that action will result in disciplinary measures which may include discharge.
- 6.1.3.5** After collection of the specimens, the employee will be transported to his/her residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.
- 6.1.3.6** All specimens will be forwarded to a D.O.T. certified laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial

screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GCIMS test.

Levels The parties agree to adhere to the Department of Transportation (DOT) cutoff levels when screening to determine whether the samples are negative for the drugs or classes of drugs:

Substances

Amphetamines
Barbiturates
Benzodiazepines
Cannabinoids
Cocaine metabolites
Methadone
Methaqualone
Opiates
Phencyclidine (PCP)
Propoxyphene
Ethyl alcohol

The laboratory will communicate the test results to the Director of Human Resources. The Director of Human Resources will evaluate those results, and confer with the Superintendent to determine the District's course of action.

- 6.1.3.7** Test results will be stored at Human Resources in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the Superintendent, Assistant Superintendent and Director of Human Resources will have access. All records will be treated in the most confidential fashion by the District and the Association. Disclosures, without employee consent, may occur when:
- a) The information is compelled by law or judicial or administrative process.
 - b) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 - c) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- 6.1.3.8** All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- 6.1.3.9** Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to his/her former position.
- 6.1.3.10** Should analysis of the specimens indicate a positive level of a substance in an employee's system, the District will have the following options:
- a) Discharge the employee; or
 - b) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified

drug/alcohol counselor to determine the extent of his/her chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The District reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from his/her counselor during the entire treatment program. The employee will be reinstated to his/her former position when the following conditions have been met:

- i. The employee has successfully completed the treatment program; and
- ii. The attending counselor has formally released the employee to return to work; and
- iii. The employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

- 6.1.4 **Self-Recognized Substance Abuse:** Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 6.1.3.10 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 6.1.3.10 (b) above.
- 6.1.5 **Pre-Employment Substance Abuse Testing:** Job announcements will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that pre-employment substance abuse testing is a District prerogative and may be performed in any manner as determined by the District.
- 6.1.6 **Employer Conducted Searches:** The District reserves the right to conduct searches of District property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

SECTION 6.2 – NO SMOKING

No employee may smoke any kind of lighted pipe, cigar, cigarette, or any other lighted, smoking equipment or material or use tobacco products in or on District property. Employees who violate this contract provision are subject to discipline pursuant to this Agreement.

SECTION 6.3 -- DUE PROCESS/JUST CAUSE

6.3.1 Resignation

In case of employee resignation, a written resignation stating the reason for leaving should be sent to the Human Resources Office. A minimum of two (2) weeks notice is requested. An employee who resigns will receive their full benefits to the date of resignation.

6.3.2 Due Process/Just Cause

- 632.1** No employee shall be disciplined (including warnings, reprimands, suspensions, discharges, layoff, terminations or other actions that would adversely affect the employee) without just and sufficient cause. For information regarding the meaning of just cause see Appendix C.
- 632.2** An employee shall be advised of the right to have a representative of the Association present during any meeting which could result in disciplinary action. When a request for such representation is made by the employee, the employee shall have a reasonable time, normally not to exceed three (3) days, in which to obtain a representative of the Association.
- 632.3** Prior to imposing discipline, a pre-disciplinary meeting will be held with the employer to provide the employee a summary of the allegations under investigation, and an opportunity for the employee to respond to those allegations. At the outset of the pre-disciplinary meeting, the employee will be provided a written summary of the allegations or issues under investigation. If the issue or problem is not solved at this meeting, a written notice of the discipline shall be made to the employee, with a copy to the Association President, within ten (10) days of the meeting. This notice shall specify the grounds which form the basis for disciplinary action.
- 632.4** Discipline, as used in this Agreement, shall mean verbal reprimand, written reprimand, suspension with pay, suspension without pay, demotion, or discharge. The District agrees to follow a course of progressive discipline in order to give the employee an opportunity to correct actions which the Employer deems to be inappropriate. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. A copy of such written warning notice shall be sent to the Association at the time it is given to the employee.
- 632.5** Some charges of a serious nature may require omitting some progressive disciplinary steps.
- 632.6** Any complaint made against an employee by any parent, student or other person, that is not provided to the employee by mail within ten (10) days after the District has knowledge of the complaint, may not be used as a basis for any disciplinary action against the employee. This section shall not apply where the matter is under criminal investigation or investigation by the Department of Social and Health Services and such notice would impede that investigation.

SECTION 6.4 - PERSONNEL FILES

- 6.4.1.** Employees shall have the right to review material in their personnel files maintained in the Employer's Human Resources Department during regular business hours. The employee may have a representative of the Association present if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer. The employee will sign and date the review of the employee's personnel file.
- 6.4.2** No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- 6.4.3** Other records retained in the Human Resources Department and subject to review by the employee upon request include: (1) Employee's application form; (2) Certification records; (3) Payroll information; and (4) Routine correspondence. Information placed in a personnel file shall be filed during the school year in which the precipitating events occurred, unless that information was not known during the school year and was of a serious nature.
- No discipline notice, correspondence, or other materials making derogatory reference to an employee shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comment. Any material not shown to an employee within ten (10) days after knowledge by the District shall not be the basis for any disciplinary action against such employee nor shall it be used as evidence in any grievance.
- 6.4.4** After three (3) years, an employee may have derogatory material expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years. In the event similar misconduct has occurred, all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file. Decisions on requests to expunge an employee's file at an earlier date shall be made by the Superintendent or his designee.
- 6.4.5** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Personnel files of the participants.

SECTION 6.5 – TRAVEL REIMBURSEMENT

If the employee's job assignment requires that the employee make use of the employee's automobile, the employee shall be paid mileage at the District designated rate. Per Diem for employee's meals shall be in accordance with Board Policy. Other reasonable travel expenses shall be reimbursed by the District upon timely presentation of the travel claim form. Employees shall be entitled to reimbursement for out-of-District travel in the event they are required to travel out of the District on District business. Employees shall not be required to use the employee's private vehicle to transport parents, children or oversized equipment.

ARTICLE VII – SALARY / INSURANCE

SECTION 7.1 -- DEFINITIONS AND DIRECTION OF WORK FORCES

- 7.1.1 An operations employee is one who is engaged in, but is not limited to, the following functions: Custodial, Floor Crew, and Warehousemen/Deliverymen
- 7.1.2 The Operations' employees will be under the direct authority of the Director of Operations or designee.
- 7.1.3 It is recognized that the Superintendent of Schools has direction of all departments of the school system.

SECTION 7.2 -- CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 7.2.1 The salary schedule for Operations employees (Attached as Appendix A) shall be effective on September 1, 2020 through August 31, 2023. In the event the Legislature in any year of this Agreement provides an inflationary adjustment allocation in accordance with RCW 28A.400.205, the school district shall distribute its inflationary adjustment allocation percentage to the base salary on Schedule A.
- 7.2.2 The salary amounts are calculated on an hourly wage rate basis. The hourly wage rate is then multiplied by 2,080 to calculate the "annual" salary. The "annual" salary is then divided by twelve (12) to calculate the "monthly" salary. The hourly rate set forth above is for overtime purposes.
- 7.2.3 When Operations employees are specifically assigned by the Director of Maintenance and Operations, or designee, to temporarily work in a higher pay classification, the employee assigned will receive the higher classification pay rate upon assignment.
- 7.2.4 Head custodians with HVAC duties assigned by the district shall receive a fifty dollar (\$50.00) per month stipend.
Any employee who has an Associate's degree or higher or a two (2) year certificate from an accredited trade school, shall receive a fifty dollar (\$50.00) per month stipend.
- 7.2.5 **Travel Time:** Employees assigned to work a split shift between two buildings shall be paid the prevailing state per mile rate for mileage between schools.
- 7.2.6 **Sharp Room:** Employees assigned to work in refrigerated areas shall be furnished insulated clothing and moon boot liners.
- 7.2.7 An employee working an established shift ending midnight or later (at Davis and Eisenhower High Schools) shall receive a fifty dollar (\$50.00) stipend per month.

SECTION 7.3 –PAY ARRANGEMENTS

- 7.3.1 All employees shall be paid monthly, in twelve (12) monthly installments. There shall be no deductions other than required by law or authorized in writing by the employee.

- 7.3.2 Payroll warrants shall be automatically deposited to the employee's local bank on the day of the payroll or upon request to the payroll department and following District approval, may direct deposit earnings to any participating financial institution belonging to the Automated Clearing House Service used by the District to distribute employee earnings. The District shall furnish each employee with an itemized statement of earnings and deductions specifying wage rate(s), hours worked and other compensation payable to him/her as well as, all deductions from gross wages for the pay period
- 7.3.3 Deductions shall be made only if authorized by the employee.
- 7.3.4 Any accrued personal and vacation leave shall be used prior to voluntary separation of employment from the District. All other rights under the Agreement will continue in force and effect until these leaves are exhausted. Upon discharge, the District shall pay all monies due the employee on the pay day following such discharge.
- 7.3.5 Overpayments: In the event an employee is inadvertently overpaid by the District, the parties shall meet and discuss repayment of such amount. If the amount exceeds \$100 the repayment schedule shall be mutually agreeable between the parties and shall not exceed twelve (12) months in duration. If the overpayment amount is less than \$100, the repayment schedule shall be mutually agreeable between the parties and shall not exceed three (3) months. Exceptions shall be made in cases of extraordinary financial hardship.

SECTION 7.4 – HEALTH INSURANCE BENEFITS

- 7.4.1 The District will contribute the amount allocated by the state and received by the District for medical premiums for each full time employee **expected to be compensated 630 hours per year.**

7.4.2 Effective September 1, 2020 the District will **seventy two thousand (\$72,000)** annually into a **VEBA** for distribution to **all regular and probationary employees employed September 10th for the October pay period.**

- 7.4.3 Payment Responsibilities: In the event required contribution rates of **School Employee Benefit Board (SEBB)** exceeds the level of funding contributed by the District for medical, dental and vision insurance, the employee will be responsible for payment to fully fund the **benefit** package. The parties agree the District shall reduce the employee's gross pay by any monies necessary to fully fund the medical package after the District's contribution has been made. The Association agrees to hold harmless and indemnify the District for any and all claims made by employees against the District for employee contributions to the health and welfare package.
- 7.4.4 The Association agrees that during the life of this Agreement it will not request any additional benefits for any of the above listed employee health or benefit plans.
- 7.4.5 The Association agrees to hold harmless and indemnify the District for any and all claims made by employees against the District for medical health care coverage.

ARTICLE VIII – STAFF PROTECTION

SECTION 8.1 - PHYSICAL HARM

An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the work site supervisor/principal/administrator, and if necessary, the appropriate authority of such threatened harm. Steps taken to provide for the employee's safety shall be reported to the supervisor/principal/administrator and employee at the earliest possible time.

SECTION 8.2 – SAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions. Should the employee become aware of an unsafe or hazardous condition, the employee shall notify their supervisor, the building administrator or designee immediately.

SECTION 8.3 – REASONABLE FORCE

Employees may use such reasonable physical force as is necessary to protect themselves, a fellow employee, a teacher, an administrator, or students from attack, physical abuse or injury, or to prevent damage to District property.

SECTION 8.4 - CHILD ABUSE

All employees shall report any suspected child abuse cases to the employee's supervisor, and if necessary to comply with state law to Child Protective Services or law enforcement. To the extent that it is legally possible, the District agrees to maintain the anonymity of the employee from the alleged abuser.

SECTION 8.5 – SECURITY CAMERAS

Security cameras are intended as security devices for the Yakima School District to deter potential malicious activities in and around school property. The security devices are not intended to surveil/**monitor** the employees. Any employee issue resulting from the use of security cameras related to safety, security or theft shall be handled in accordance with Section 6.3 (Due Process/Just Cause). Notification of the District use of security cameras will be posted conspicuously at each District work site, effective on ratification.

ARTICLE IX - GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee or groups of employees. Every effort shall be made to settle problems at the lowest level through informal communication between the employee(s) and/or Association and the immediate administrator.

SECTION 9.1 – DEFINITIONS

- 9.1.1** Grievant shall mean an employee, group of employees, or the Association filing a grievance on behalf of an employee or group of employees.
- 9.1.2** Grievance shall mean a written claim that there has been a misinterpretation or misapplication of the terms of this Agreement.

SECTION 9.2 – RIGHTS OF GRIEVANTS

Grievant(s) shall have the right to have Association representation at all steps of the grievance procedure. In the event the employee does not desire Association representation, the Association retains the right to be present at all steps and make known the Association's views concerning the grievance and its resolution.

SECTION 9.3 – PROCEDURES AND STEPS

- 931** A grievance must be filed within fifteen (15) days of the occurrence of the event on which the grievance is based, or within fifteen (15) days of the date the grievant knew or should have known of the event. The timelines and procedures herein shall be strictly followed unless waived in writing by the parties.
- 932** Failure of the grievant to follow the timelines shall mean the grievance is waived and forever lost. Failure by the District to follow the timelines shall mean the grievance shall advance to the next step in the grievance procedure.
- 933** Grievances, when filed in the name of the Association, may be initiated at Step 2 as provided hereinafter. Grievances filed and then later dropped by the grievant may be carried forward by the Association

STEP ONE - APPROPRIATE SUPERVISOR

The grievant(s) shall submit a written grievance to the Director of Maintenance and Operations or designee and the President. The Director of Maintenance and Operations or designee shall meet with the grievant(s) within ten (10) days after the receipt of the grievance and shall render a written decision to the grievant(s) within ten (10) days after the Step One meeting. A copy of the Step One decision shall be sent to the grievant(s), to the Director of Human Resources, and to the President.

STEP TWO - DIRECTOR OF HUMAN RESOURCES:

If the grievance is not resolved with the disposition at Step One, the grievant(s) may appeal the Step One decision, in writing, to the Director of Human Resources within ten (10) days after the receipt of Step One decision, or within twenty-five (25) days after filing the grievance if no decision has been

rendered. A copy of this appeal shall be sent by the grievant(s) to the immediate administrator and to the President.

The Director of Human Resources shall meet with the grievant(s) within ten (10) days after the receipt of the appeal to the Step One decision and shall render a written decision to the grievant(s) within ten (10) days after the Step Two meeting. A copy of the Step Two decision shall be sent to the immediate administrator, and to the President.

STEP THREE - APPEAL TO SUPERINTENDENT:

If the grievance is not resolved with the disposition at Step Two, the grievant(s) may appeal the Step Two decision, in writing, to the Superintendent or designee within ten (10) days after the receipt of the Step Two decision, or within twenty-five (25) days after filing the Step Two appeal if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the Director of Human Resources and to the President.

The Superintendent or designee shall meet with the grievant(s) within ten (10) days after the receipt of the appeal to the Step Two decision and shall render a written decision to the grievant(s) within ten (10) days after the Step Two meeting. A copy of this Step Two decision shall be sent to the Director of Human Resources and to the President.

STEP FOUR - BINDING ARBITRATION:

If the grievance is a claim that the terms of this Agreement, between the parties, have been misinterpreted or misapplied, and if the disposition of the grievance at Step Three does not resolve the matter, the grievance(s) may be submitted, by the Association only, to binding arbitration.

The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within forty (40) days of receipt of the Step III written decision or fifty (50) days after filing the Step III appeal if not Step III decision has been rendered.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows. The District or Association president will request a list of seven (7) arbitrators from the Public Employees Relations Commission members. Beginning with the District, each party will cross one (1) name off the list until only one name remains. The arbitrator named will then serve to arbitrate the grievance. In the event the arbitrator is unable to serve, another list shall be obtained and the process repeated until an arbitrator is selected. Nothing herein shall prohibit the parties from mutually agreeing to a neutral arbitrator.

The arbitrator shall schedule a hearing within a reasonable time after the arbitrator's selection. The arbitrator shall make a decision in writing not more than thirty (30) days following the day the case is presented to him/her.

During the arbitration under this Step, neither the District nor the Association will be permitted to assert any issues or evidence not previously disclosed to the other party at Step Three. Each party shall bear the full costs for its side of the arbitration, including attorney fees, and will pay one-half (1/2) of the costs for the arbitrator, the hearing room, and any administration fee for arbitration.

SECTION 9.4 – POWERS OF ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to the specific provision(s) of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute his/her knowledge or judgment for the expressed provision(s) of the Agreement under question. The arbitrator shall rule exclusively as to the application or interpretation of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon both parties. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to make any award of punitive damages.

SECTION 9.5 – DISTRICT/ASSOCIATION COOPERATION

The District will cooperate with the Association in its investigation of any grievance. This includes each party providing information relevant to the grievance upon written request of the other party.

SECTION 9.6 – RELEASE TIME

Employees who are witnesses in an arbitration hearing will be provided release time without loss of pay or benefits to attend the hearing.

SECTION 9.7 – FREEDOM FROM REPRISALS

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure

SECTION 9.8 – GRIEVANCE FORMS

Forms for filing grievances will be prepared jointly by the District and the Association so as to facilitate operation of the Grievance Procedure. See Appendix B.

SECTION 9.9 – PERSONNEL FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Personnel files of the participants.

ARTICLE X – TERM OF AGREEMENT

SECTION 10.1 -- DURATION

This Agreement shall be in full force and effect from September 1, 2020 and shall remain in full force and effect through August 31, 2023. Either party may, upon sixty (60) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect for a period of up to one (1) year while the parties negotiate amendments.

SECTION 10.2 – RE-OPENERS

This agreement may be re-opened for alterations, changes, additions, deletions, or modifications at any time by the mutual consent of both parties. The request for such amendments by either party must be in writing and must include a summary of the proposed amendment. The other party must accept or reject the request to re-open negotiations in writing within ten (10) days.

SECTION 10.3 – CONTRACTING OUT

The Employer may transfer, contract or subcontract Operations work where members of the bargaining units are unable to perform the work, in cases where bargaining unit members do not have the appropriate certification or license to perform the work or the work needs to be performed by a deadline that cannot be met by using the current District work force. The District reserves the right to contract out all work performed by the bargaining unit covered by this Agreement, subject to the provisions of R.C.W. 28A.400.285.

YAKIMA SCHOOL DISTRICT No. 7



School Board President

Date 9/21/21



Attest:

Trevor Greene

Superintendent and Secretary of the Board

**YAKIMA ASSOCIATION OF BUILDING
SERVICES**



President

Date 9-10-2021

APPENDIX "A"

OPERATIONS YABS EMPLOYEES

ARTICLE 1A - DEFINITIONS AND DIRECTION OF THE WORK FORCE

An operations employee is one who is engaged in, but is not limited to, the following functions: Custodial, Janitorial, Floor Crew, and Warehousemen/Deliverymen.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following wage schedules for Operations employees shall be effective from September 1, 2020 through August 31, 2023.

Year 1

An increase of 3% to the 2019-2020 wage scale effective September 1, 2020

Year 2

An increase of 2% or the IPD, whichever is greater effective September 1, 2021

Increase the step increase between years 2-6 by .5% to equal 1/5% step increases, step 7 remains 2%

Year 3

An increase of 1.5% or IPD, whichever is greater plus increase the step increase between years 2-6 by .5% to equal 2% step increases, step 7 reduced to 15 years from 20 years

Yakima School District YABS Salary Schedule 2020-21 Effective September 1, 2020							
	Year 1 / Step 1	Year 2 / Step 2	Year 3 / Step 3	Year 4 / Step 4	Year 5 / Step 5	Year 11+/Step 6	Year 20+/Step 7
OPERATIONS I Custodian	\$20.78	\$20.98	\$21.19	\$21.40	\$21.61	\$22.05	\$22.48
OPERATIONS II HS Day Custodian, MS Night Lead, Satellite, Elem Head & Admin Lead, Discovery Lab, YV Tech, Warehouse, Day Unassigned	\$21.63	\$21.86	\$22.07	\$22.29	\$22.52	\$22.96	\$23.42
OPERATIONS III MS Head, YV Tech Lead, Alternative School Head, HS Night Lead, PD/Satellite/ Maintenance & Resource Ctr Head	\$22.91	\$23.13	\$23.36	\$23.60	\$23.83	\$24.31	\$24.79
OPERATIONS IV HS Lead	\$25.98	\$26.24	\$26.49	\$26.76	\$27.03	\$27.58	\$28.14

APPENDIX B - GRIEVANCE FORM

STEP I

Grievant's Name: _____

Home Address: _____

School: _____

Immediate
Supervisor: _____

Date of Occurrence/Knowledge: _____

Date of Filing: _____

Statement of Grievance:

Sections violated:

Resolution proposed:

Signature of grievant/ Association

Response by Immediate Supervisor:

() I accept () I do not accept

Signature of grievant / Association

STEP II

Date of Resolution of Step I _____

Date of Appeal _____

Response by Director of Human

Resources: () I accept () I do not accept

Signature of grievant / Association

STEP III

Date of Resolution of Step II _____ Date of Appeal _____

Response by

Superintendent: () I accept

() I do not accept

Signature of grievant / Association

STEP IV

Date of Resolution of Step III _____ Date of Appeal to Association _____

Date of Filing to American Arbitration Association _____

APPENDIX C – WHAT DOES “JUST CAUSE” MEAN

The concept of ‘just cause’ referenced in Article 6.3.2., requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. Notice: Did the District give the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Investigation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee’s past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.

Memorandum of Agreement

Between

YAKIMA ASSOCIATION OF BUILDING SERVICES (YABS)

And YAKIMA SCHOOL DISTRICT (District)

2020-21 School Year

RE: Temporary YABS Bargaining Unit Work—Teamsters Local 760

The parties to this Agreement are the Yakima Association of Building Services (YABS) and the Yakima School District (District). An issue has arisen regarding the COVID-19 pandemic that has impacted the work hours/duties of members of the Teamsters Local 760 (Transportation employees) for the 2020-21 school year.

The parties agree to the following regarding this issue:

1. The employees in Teamsters Local 760 impacted by the situation noted above shall be allowed to temporarily assist with work of the Operations Department in the District that is defined as YABS bargaining unit work, as set forth in Article I, Section 1.1 Recognition of the parties' Collective Bargaining Agreement.
2. Such employees in Teamsters Local 760 shall not replace any position or regular employee of the YABS bargaining unit, but may provide supplemental work and assistance to YABS employees in their regularly assigned duties.
3. While such employees in Teamsters Local 760 are performing the duties noted herein, they shall continue to be fully represented by Teamsters Local 760 and the Collective Bargaining Agreement. Such employees shall not have any rights nor representation under the YABS Collective Bargaining Agreement.
4. This MOA shall be in place for the 2020-21 school year only and shall expire on or before August 31, 2021. If the District fully implements in-person instruction for the 2020-21 school year prior to the end of the 2020-21 school year so that Teamsters Local 760 bargaining unit members fully assume their regular duties in transportation of students, this MOA shall expire at that time.
5. This Agreement shall not set precedent nor practice.

For Yakima Association of Building Services

For Yakima School District

Date

Date

Memorandum of Agreement
By and between
Yakima School District
And
Yakima Association of Building Services
2/3/2020

The parties to this Agreement are the Yakima Association of Building Services (YABS) and the Yakima School District (District).

The Parties agree to modify the following bullet point in section 3.6.1.3 (bullet point number 3) of the 2019-2020 CBA:


“When an Operations employee is specifically available and performs the work in a higher paid classification

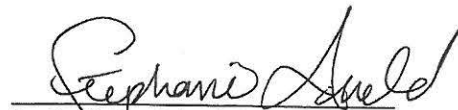
- 3rd most days performed in the previous 12 months = 1 point
- 2nd most days performed in the previous 12 months = 2 points
- Most days performed in the previous 12 months = 3 points”

This section will now state:

“When an Operations employee is specifically available and performs the work in a higher paid classification

- 1-9 days performed in the previous 12 months = 1 point
- 10-19 days performed in the previous 12 months = 2 points
- 20 days or more performed in the previous 12 months = 3 points”


For the Yakima Association of Building Services
2/3/2020
Date


For the Yakima School District
2-3-20
Date

